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THE ATTORNEY-GENERAL'S PEES.

Baldwin Was Not the First Man Who Made a Fortune Out of the Office.

"The Journal is incorrect in saying that Daniel P. Baldwin was the first Attorneygeneral to get wealth out of the fees of office," said a well-known lawyer in this city to a reporter yesterday. "He was not the first. He found the law on the statute book and worked it. As a matter of fact, the Attorney-general who was the first to get big money out of the office held the position eight or ten years before Baldwin. He got \$70,000 in four years and lost it in wheat speculation. His successor got nearly as much, but actually went out of the office a defaulter. These were before Mr. Baldwin. They came into office when county officers were holding back large sums of money which belonged to the people of the State. The first-named officer found one man who owed the State \$8,000, and made him pay. When Baldwin came in the pot had boiled rather low, and he had to prod the delinquents. He brought many suits, and his activity made the delinquents feel that he was the man who first worked the fee business. His successor got the benefit of many of his suits. Baldwin was a very active Attorney-general. Some of the same men who were the agents of Attorneys-general twenty years ago are the agents of the present Attorney-general to go about and find the delinquents. Only experienced men can get at the facts. The Attorneygeneral, in getting fees, does not mind whether his deputies are of his party or the opposition. The officers are after the fees. No one could tell by the books at the Statehouse how much the Attorneys-general received until the passage of the act requiring the amounts to be reported by the Auditor. The present law gives 12 per cent. of all collections. It is a part of the famous fee and salary law. I heard Green Smith say that the change of the commission to 12 per cent. instead of 20 of the first \$1,000 and 10 per cent. for all over \$1,000 took \$6,-000 or \$8,000 from the compensation he would have had when elected. There would be no sums over \$1,000," remarked the Journal's

And Now She Will Star.

Mrs. Josephine Marcellus, a niece of A. M. Palmer, the theatrical manager, has been granted a divorce from her husband, Hart W. Marcellus. The decree was granted by Judge Harper, of the Superior Court, Mrs. Marcellus came to Indianapolis two years ago from New York. She was compelled to leave her husband on account of cruel treatment. She left Saturday afternoon for New York, where it is understood she is to star in a play written expressly for her. She is but twenty-one years of

August Ritter's Estate.

The will of the late August Ritter, pro-Ritter, wife of the decedent, his entire perproperty and real estate, including the family residence at No. 530 South New Jersey street and four shares of stock in the Virginia-avenue Building and Loan As-

New Side Boards at Wm. L. Elder's.

THREE ON THE STAND

THE COFFINS AND REED GAVE THEIR TESTIMONY YESTERDAY.

P. B. Coffin Also Showed a Disposition Not to Know About Some of the Drafts.

Mr. A. C. Harris, who was shot by a client, causing the first interruption of the first trial of the bank case, was present in the court room all day yesterday for the first time since he received his wound. He watched the proceedings carefully, but took no part in them, and will not again be connected with the case. It had at first been expected to have him take part in the argument, but he says he will not appear in the case in any capacity whatever.

The cross-examination of F. A. Coffin occupied all of the morning session yesterday. Shortly after the convening of the court for the afternoon session P. B. Coffin, the youngest of the defendants, was called to the stand. As in the case of his brother, the government succeeded in drawing from him very little, if any, damaging facts. It was noticed that he likewise was reluctant in his answers to the counsel for the government, and always weighed his responses carefully before giving them. It was shown by him that the debt of the cabinet company, representing interest and discount on transactions with the bank, amounted to \$110,000. He also testified that the total amount of checks drawn upon the bank was in excess of \$5,000,000, and gave a number of statements to show the

extent of the transactions of the cabinet company and the magnitude of the concern. About the middle of the afternoon the cross-examination of P. B. Coffin was completed, and Albert S. Reed, the last of the three defendants, was called to the stand. His manner was much different from that of his two codefendants. He seemed much excited, and his voice trembled at times so as to be scarcely audible to persons sitting immediately behind him. He related a brief history of his life from the time he left the army down to the present time, including his connection with the cabinet company, and employment by the receiver of the company after the failure of the company. He seemed to be much excited while giving his testimony, and faltered somewhat, though the faltering seemed to be more from the excitement than any other cause.

MONEY SHIPPED TO HIS HOME.

Mr. Coffin Received a Good Sum After the Bank Closed.

The cross-examination of the chief defendant in the bank case was continued yesterday morning. F. A. Coffin was still plied with questions by Mr. Burke. His attention was called to drafts on the New York branch under date of Jan. 6, 1893, which the defendant admitted he had accepted, but said he knew nothing of the state of accounts between the two companies, and that he kept no run of the account. The sale of the branches was then taken up, and in answer to questions as to why the sales of the Boston and New York branches had been dated as of Aug. 1 when the sales were not made till Aug. 5 or 6 he said the sales were dated back because the monthly statements showed the condition of business on the first of the month. Mr. Burke had before him, while examining the witness, a type-written copy of his testimony in chief, and reading from it again and again quizzed the witness upon every point upon which he had testified before. After testing his ability to recount his testimony in chief upon the question of the sales, the condition of the company's assets on Jan. 1, 1893, was taken up, and the witness testified that the assets on that date as given by him were of all the companies as against those of the cabinet company of the year preceding, and the increase of the assets shown were those of all companies, compared with those of the cabinet company. It was then shown again that the last entry upon the books of the United States Office Furniture Company was of the date of May 26, 1893, and that a few days prior to that time all the accounts receivable were sold by the United States company to the cabinet company. which assumed collections of them. He said the United States company did not go out of business at this time, but continued as a corporation to dispose of its stock on hand, but he did not know where the entries of the transactions were, though he admitted they should properly appear in the journal of the company. Then the \$4,485 transaction, which was the total amount of all transactions between the United States and the Wooten companies, was shown, and drafts for large amounts after the date of this transaction were shown to witness, and he admitted having accepted them, though professing ignorance as to the state of the accounts between

the two companies. Upon the question of the Boker draft on Mexico City the witness said he did not remember the draft sum from his being called upon to translate a Spanish indorse-ment upon it during the former trial. He the draft indicated that it had been forward for collection and returned unpaid. He could not tell from his per-sonal knowledge whether the draft was paid or not. It was then shown that on July 21, 1893, the cabinet company received from W. B. Nutting, the Boston manager, a check for \$1,200 due for insurance upon the Boston store. On July 22 a deposit was made in the bank for \$1,757, in which neither the Boston check nor the Boker draft was included. On July 25 both were sent to a brother, Charles F. Coffin, in Chicago, to be cashed, and with them a letter requesting that currency be secured upon the tors. that currency be secured upon the two items and expressed to the residence of P. B. Coffin, 696 North Pennsylvania street. A letter from the brother was also read, stating that he had secured the currency and shipped it by express to the address given. In connection with the purchase of the plow company an entry was shown indicating that \$14,600 had been given for four lots owned by the plow company on May 30,

Previously the witness had testified that the total purchase price of the plow com-pany was \$17,500, and he had also testified the \$30,000 in the bonds of the company been turned over to the plow company at the time of the purchase. Burke-Now, Mr. Coffin, there is one other thing I want to ask you about. You stated, I believe, that at the time of the purchase of the cabinet company's property you gave \$35,000 for the real estate and \$37,500 for the buildings. Witness-No, sir. I said we gave \$35,-000 for the plant and \$37,500 for the stock

in hand and machinery. "To whom was it paid?" "To the Sewing Machine Cabinet Company of Bridgeport, Conn.

"By whom was it paid?"
"I think it passed through my hands." The government then produced the bills payable book for the purpose of showing that the purchase price of the plant by the witness, W. E. Coffin and John Roberts, had been largely in notes. In this connection the bills payable book

of the company was introduced and it was shown that \$25,000 of the purchase price was paid by notes of the purchasers. Mr. Burka-Mr. Coffin, about May or June, 1893, did you not contemplate opening a branch concern in Chicago upon the same terms and conditions that you had opened the other branches? Witness-No. sir. There was a sample

line sent to Chicago and displayed in the rooms of the American Desk and Seating Company during the world's fair. Mr. Burke-Did you not have a conversation with a man named Newton at the store of the desk and seating company in reference to opening up such a branch? Witness-I do not remember, but may

have had such a conversation. Mr. Rurke-In that conversation was not something said about the stringency of the money market, and did not you say that you did not care if every bank in Indianapolis failed, that you had been praparing for it for six months and was fixed? Witness-No. sir.

The cross-examination of the witness then closed and the letters relating to the London branch and the sale of the bends n London which were partially read on Saturday were read in full and introduced in evidence.

The redirect examination was then taken up by Mr. Winter, and referring to the sending of the Boston insurance check and the Baker draft to Chicago for collection panies, \$737,210.23; sundry unclassified items, he for the same shown that the checks were sent \$1,406.04; total, \$1,684,329.10. The Boulton head, to Chicago the day after the bank closed statement was then handed the witness pital.

its doors. The witness said the money in these two items was received on July 28 and subsequently paid out for labor to take up checks on the bank which had been returned unpaid, and that \$373 that had been deposited in the State Bank of Indiana was turned over to the receiver of the cab-inet company. Then a detailed examination upon the letters to and from London was taken up, and the witness went into ex-haustive explanations of their contents. He said the company to be organized in London was for the purpose of paying in cash all the debt of the cabinet company to the bank and putting a large amount of additional capital into the company. It was at the suggestion of the Alliance Trust and Investment Company, in connection with which the London company was to be organized, that F. A. Coffin, John Roberts and T. P. Haughey were named as a committee of American managers.

He explained the letter of Sept. 11, 1889, in which P. B. Coffin was instructed to go over the books and figure the inventory on a different basis so as to correct a mis-take of about \$10,000 in the showing of the profits. He said that under the contract with the Alliance company and the basis to be used the profits would be reduced about \$10,000. The witness produced reports made by accountants empoyed by the Al-liance company for the years 1886 to 1888 inclusive. The profits were made upon examination of the books. These reports showed the profits of the business much larger than had been testified to upon the trial from the books of the company. The witness explained this by saying that in the computation of profits by the cabinet company interest on borrowed money had been deducted, while English accountants included the interest and computed profits on all the money invested in the business. He said a contract for the sale of debentures had been perfected in London, buy within a few months after he returned to this country, the London company, which this country the London company, which had charge of the sale, failed and the con-

tract was not carried out.

The question of dividends was then taken up in detail. The witness said that the total amount of dividends actually paid by the cabinet company dusing its entire existence was \$82,000. The dividends actually paid between Jan. 1, 1891, and the date of the failure of the bank, the time covered by the indictment, was \$20,000. There was but one dividend, that of Jan. 7, 1893, for \$30,000, declared during that time. One-third of the dividend was paid in notes which had never been paid. He said the total amount of the debt to the bank at the time of the failure representing money actually received from the bank was \$246,-000, and the balance of the debt represented unpaid interest. He explained the large increase in the assets of the company in the year 1889 to be due to the fact of an ap-praisement of the property at its actual value at the suggestion of the persons interested in the organization of the Indianapolis Cabinet Company, Limited, of Lon-don, instead of the actual cost, as had theretofore been done by the cabinet company. He repeated that the excess of money received from London over that slightest knowledge of what entries were made on the books of the bank in reference to the transactions between the bank and the cabinet company.

He was asked what relation Newton

Todd, upon whose application the receiver was appointed for the company, and Receiver Hawkins, of the bank, sustained to the trust company, and answered that Mr. Todd was a stockholder and Mr. Hawkins a director of the trust company. The court then adjourned till 2 o'clock.

MILLIONS OF DOLLARS.

tions with the Bank.

P. B. Coffin Testifies to the Transac-Upon the reconvening of the court for the afternoon session F. A. Coffin was still upon the stand under redirect examination by Mr. Winter. He said the valuation of the good will noted on the minute book of the cabinet company, under the date of June 7, 1890, which was \$250,000, was made at the suggestion of the English company and was upon the English basis of valuing good wills, which was to take the average profits for the five preceding years and multiply it by "ten." On re-cross-examination he reiterated that the failure of the project to sell the debentures in London was due to the failure of the London company, which had the disposal of them in charge. The government introduced a letter from the trust company in London for the purpose of showing that the failure to sell the bonds was due to other causes, but the letter failed to establish the point of the government. The writer said the effort to dispose of the bonds had proven a miserable "frost," and that only £5,000 had been subscribed. The writer added that he could not understand why the venture had not been successful, as it was looked upon with favor both by the press and the trade, and suggested plans which might eventually be tried to accomplish the purpose. He said hundreds of inquiries had been received, and it had seemed the venture would be The witness was then asked if he had ever been employed in a national bank, and said he had been employed for a short time, about one month, in a New York bank, but it had been so long ago that he did not remember in what capacity he had been employed. F. A. Coffin was then ex-

Louis J. Robinson was then called to the stand to testify to the addition of the \$5,000 item which he was unable to find in his examination-in-chief upon the total debt of the cabinet company and the bank. He testified that, exclusive of the American Desk and Sealing Company paper, the company owed the bank \$363,347.29, of which amount \$310,707.87 was secured by bonds The government then called upon Mr. Robinson to show the aggregate of all checks notes and drafts of the cabinet company paid by the bank during the period covered by the indictment. He testified that the aggregate sum was \$1,755,547.30. Mr. Robinson was then excused and the defense introduced bond No. 1, of the series of 250,000, issued in February, 1893, which was P. B. Coffin was then called to the stand. Both the examination in chief and crossexamination was brief, but the latter made ip in severity what it lacked in length. sel were prompt and to the point, while were slow and guarded, the witness generally studying for a few seconds before answering. He said he was twenty-nine years of age and had been connected with the cabinet company since 1884, when he was employed as a clerk; he was secretary of the company at the time it went into the hands of a receiver. He said during the years 1890 and 1302 he had general oversight of the collections and was acquainted with the solvency of the customers of the company. He valued the bills receivable at the time of the failure at about \$1,400 and the accounts receivable at about \$11,-000; the face value of the bills was \$5,000 and of the accounts \$16,000. He testified that the terms of sales by the cabinet company to the American Desk and Seating Company were the same as given in the testimony of his brother. F. A. Coffin, as were also the terms with the United States company and the Chicago concern. He was handed the letter written to F. A. Coffin while the latter was in London, in which was contained the statement that a settlement of the Lynch mortgage could not be secured at that time on account of a bank examiner being in the city. He explained this statement by saying that upon the receipt of the letter from his brother asking him to attend to the Lynch mortgage with others, he went to the bank to consult with Haughey about it and found him engaged conversation with an unknown man. When he spoke to Haughey and told him he had business of importance upon which he desired to see him Haughey waved him aside and said he could not attend to anything at that time as he was busy with a bank examiner. He gave the details of the sales of the Boston and New York branches substantially as has been heretofore given. He said he received a telegram from his brother while in New York to the effect that Pierce had agreed to take the Boston house and drew up the bill of sale and notes accordingly upon his arrival in Boston. He denied having said to Mr. Nutting while in Boston "that will seal the deal and I defy any lawyer to trace it." He also testified regarding his trip to London in 1892. In answer to direct questions by Mr. Winter he said he did not know and had no reason to believe that the bank was insolvent; that he knew nothing of any false entries being made upon the books of the bank or false reports being made to the Controller of the Currency. Then the direct question was put to him as to whether he had any intention to defraud the bank or any persons connected with it or to aid and abet Haughey to defraud them or aid and abet him in making false reports to the Controller or false entries on the books. He answered emphatically that he had no such intention. He testified then to the amount of checks drawn upon the bank by the cabinet company between Jan. 1, 1891, and 1893, and the purposes to which the The statement was as follows: Merchandise and betterments, \$311,974.67; salaries.

dividends, management and sales expenses,

\$71.936.63; labor, \$350,416.52; sundries, \$9.586.50;

interest and discount, \$51,794.13; checks pay-

able to the bank to take out returned

drafts, notes and drafts of the cabinet

company and "connected" companies, \$884,-

231.93; total, \$1,679,939.93. The credits to the

company during the same time were given

as follows: Bills receivable from customers, \$146,678.47; checks from and drafts on

customers, \$799,034.36; notes and drafts of

cabinet company and "connected" com-

and he said the column marked "remit-tances" in that statement contained the amounts of foreign paper received from the amounts of foreign paper received from the London branch on its customers. The amount of this paper was \$5.976.63 and all of the paper was sent to Chicago for collection because there was no market for foreign paper in this city. He said the proceeds of this paper was returned by the checks of the Chicago bank and deposited in the bank here. He was then asked to give the total deposits in the bank by the cabinet company during the entire time cabinet company during the entire time of its existence and stated the amount to be \$5,291,102.03. He also said that of the debt to the bank \$110,244.75 represented interest and discount on the transactions. The witness was then passed to cross-examination by Mr. Burke. In answer to the questions of the district attorney the witness said he did not know the condition of the accounts between the cabinet com-pany and the "connected" companies. He said he did not know the condition of these accounts at the time he drew and accepted drafts as an officer of the different companies, although he might have known at the time by examining the books.

Mr. Burke—You drew and accepted

Witness-Yes, sir.
"Did you know the purpose of the drafts and what was to be done with them?" No answer.
"I asked you if you knew what was to be done with these drafts."

"Yes, in a general way."
"What was it?" "They were to be discounted at the Then the different drafts had passed between the cabinet company and "connected" companies were shown him, among them the draft of Nov. 5, 1892, upon the Tufts Cabinet Company accepted by him. He admitted that at this time the Indianapolis Office Furniture Company, which had been substituted for the Tufts company, was in active operation and had been for nearly two months, and also that the Tufts company had never been incor-porated. The only explanation he offered for the draft being accepted under the circumstances was that it was a mistake. "Most of the drafts constituting the indebtedness of \$375,000 to the bank were mistakes, were they not?" retorted Mr.

"You say you knew the purpose of all these drafts at the time you accepted them, I believe?" was the next question put to the witness by the district at-

cross-examination.

By the Court-Well, I guess the witness

need not answer that question. was then called to the witness stand. He was at first examined

upon the book accounts by Mr. Winter. The

defense first undertook to show that the

He could not remember exactly the fig 1893, were made at F. A. Coffin's request have been introduced in evidence. first because he did not know the charge against him, and thought it was mis plying the funds of the bank, and desired to retain the books for his defense. The court then adjourned till 9 o'clock this morning, when the examination of Reed will continue.

T. W. Gardner's Jewelry Store Robbed of \$300 in Jewels.

Last Saturday night a well-dressed man. about thirty years old, took a watch to Thomas W. Gardner's jewelry shop, No. 29 East Market street, to get it repaired. He was told that it would be finished Monday. Yesterday morning the man called at the store to get the watch. He was told that it was finished, and the clerk went to get it. While the clerk was doing this the man stepped around in behind the counter to where the repair bench stood. On the bench in an envelope were a number of valuable diamonds. The man, seeing the clerk coming toward him with the watch, took three of the diamonds, though unnoticed by the clerk, who gave the man the watch and received the money. The man, after receiving the watch, hurrled from the store. The clerk then noticed that the envelope looked as if it had been handled since he had left it, and on investigating found the three diamonds missing, and immediately notified the police. Mr. Gardner stated that the loss would amount to about

November's Religious Awakening. tion to provide for a special collection of funds on Memorial day for the benefit of the relief fund.

Settlement of Counties. The following counties settled with the

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Rose Bowls, Berry and Salad Bowls, Olive Dishes, Bon-Bon Dishes, Vases, Knife Rests, Water Glasses, Punch and Lemonade Glasses and many other pieces for table use and orna-All pieces are blue, white and per-

Julius C. Walk.

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And look over those fine

Moquette

Witness-I can't answer that question

Mr. Burke-When could you answer it. or what question can you answer?

Mr. Winter—We object to this line of

The witness was then passed to redirect examination. He said the Tufts draft brought out in cross-examination was afterwards renewed by a draft of the United States company.

drafts going to make up the deposit of June 16, 1893, amounting to \$5,954.52 were drafts upon customers and drawn against value. This was admitted by the government and the line of proof dropped by the defense. The witness was then turned over to Lawson M. Harvey, who appears specially for Mr. Reed in the defense. Before the examination of Reed was con-tinued, M. D. Butler, manager of the Western Union Telegraph Company, was called to the stand and testified that Reed had been employed by that company for about ten years and left its service voluntarily. Reed was then recalled and his examina-tion continued by Mr. Harvey. He said his duties at the cabinet company consisted in a general supervision of the books and looking after the drawing of drafts upon customers when their accounts became due. He also had charge of the pay roll of the company. He said he was made secretary of the company in May, 1892, and received one share of stock, upon which he never received any dividends. He was instructed by F. A. Coffin to draw drafts for re-newals when the old drafts became due and notice of the fact was received from the bank. He said overdrafts at the bank were very common and were caused by his inability to make collections as rapidly as claims matured against the company, The system of London drafts, he said, was in operation at the time he entered the employment of the company. He believed received from F. A. Coffin. The company worked nearly the year round, and had more orders than they could keep up He thought the increase in the debt of the company was due to the increase in the facilities of the company for the manufacture of its goods. He understood an effort was being made in London to sell bonds of the company and received a remit-tance of about \$2,800 from there, which he was told was the proceeds of the sale of some bonds, and which was deposited in the bank. He said that about Jan. 1, 1893, Haughey aked him for a statement of the liabilities and assets of the company, and when he reported the request to F. A. Coffin the latter gave him the statement to give to Haughey. He did so and had never seen the statement since that time. ures of the statement, but thought the assets were given at about \$792 000 and the Habilitles about \$300,000 less. He did not know the source of information from which the statement was made, but bebranches was the same as given by F. A. Coffin in his testimony, with the exception of the Boston branch, about the incorporation of which he knew nothing. He thought the Tufts Cabinet Company had been incorporated and knew nothing to the contrary for several months after the New York branch was in operation He said both the deposit of \$23.000 in drafts on June 6, 1893, and that of \$44,000 on May 9, and the drafts were drawn at his request. The private memorandum books, which then produced and the witness testified that the first entries of all transactions with the bank were made in them and the transactions were carried uron the books of the company under the head of "bonds." He had cbjected to giving them to Mr. Havs at

STOLE THREE DIAMONDS.

At the meeting of the Ministers' Association, yesterday, arrangements were made for the grand religious awakening in Indianapolis between Nov. 20 and Dec. 20. Each church in the city will be asked to donate a sum toward securing the services of evangelist Chapman. The business men will be asked to subscribe a guarantee fund of \$1,000. A representative from the Woman's Relief Corps urged the associa-

Posey county paid in \$20,596.20, retained \$12,408.32; Monroe county paid in \$14,709.90, retained \$7,115.83; Dearborn county paid in \$27,027.60, retained \$13,634.63; Delaware county paid in \$31,378.39, retained \$14,679.02; Miami county paid in \$27,148.04, retained \$12,481.07 Putnam county paid in \$30,576.69, retained \$14,399.06. This makes about two-thirds of the counties that have settled.

Some time ago George McPherson had both legs mashed in a railroad wreck at Pittsburg. They were afterward amputated. He came to this city several days ago and took lodging at the Parker House. on East Washington street. Sunday night he fell out of bed and badly bruised his head. He was removed to the City Hos-

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